





## Intimations.

W. BALL,

CHINA DISPENSARY.

IMPORTER OF DRUGS, CHEMICALS,  
DRUGGISTS' SUPPLIES, TOILET  
REQUISITES, PATENT MEDI-  
CINES AND PERFUMES.

Prescriptions Dispensed with Carefulness,  
and Prompt Attention.

PRATA WEST, HONGKONG,  
Near the Canton Steamer's Wharf,  
Hongkong, July 13, 1876.

## NOTICE.

A. MILLAR & Co.,  
PLUMBERS, AND GAS FITTERS,  
Queen's Road East,  
HONGKONG.  
September 15, 1877.

AFONG,  
PHOTOGRAPHER,  
by appointment, to  
H. E. SIR ARTHUR KENNEDY,  
GOVERNOR OF HONGKONG;  
and to  
H. I. H. THE GRAND DUKE ALEXIS  
OF RUSSIA,  
Wyndham Street, formerly ATHLETIC CLUB.

Has on hand the Largest and Best  
collection of Views of China, Pho-  
tographs Albums, Frames, Cases, &c., of  
assorted sizes. Ex. S. S. Tyne, Revolving  
Standard Albums, Armorial Monograms  
and Postage Stamp Albums, Russia Leather,  
Velvet and carved-wood Albums, Cases and  
Frames, also Albums for Cabinet Portraits  
only. For sale of the Generals of the present  
Russo-Turkish War, eminent British  
Statesmen, the two Chinese Ambassadors,  
in Cabinet and Carte de Visite sizes  
Coloured Portraits of English Ladies.

Hongkong, August 24, 1877.

## WASHING BOOKS.

(In English and Chinese.)

WASHERMAN'S BOOKS, for the use  
of Ladies and Gentlemen, are now  
ready at this Office—Price, \$1 each.  
CHINA MAIL OFFICE.

## Notices to Consignees.

COMPAGNIE DES MESSAGERIES  
MARITIMES.  
S. S. SINDH.

## NOTICE.

CONSIGNEES of Cargo per S. S.  
Sindh, from London, in connection  
with the above steamer, are hereby in-  
formed that their Goods are being landed  
and stored at their risk at the Company's  
Godowns, whence delivery may be obtained  
immediately after landing.  
Optional Cargo will be forwarded on,  
unless intimation is received from the Con-  
signees, before To-morrow, the 10th Inst.,  
at Noon, requesting it to be landed here.  
Bills of Lading will be countersigned by  
the Undersigned.  
Goods remaining unclaimed after Wed-  
nesday, the 10th January, 1878, at Noon,  
will be subject to rent and landing charges.  
No Fire Insurance has been effected.

H. DU POUEY,  
Agent.

Hongkong, January 9, 1878. ja16

CONSIGNEES of Cargo per Norwegian  
Bark VEGA, NORDBYTT, Master,  
from HAMBURG, are requested to take  
immediate delivery of their Goods from  
alongside the Vessel.  
Cargo impeding the discharge will be  
landed and stored at Consignee's risk and  
expense.  
Bills of Lading will be countersigned by  
Wm. PUSTAU & Co.,  
Agents.

Hongkong, January 8, 1878.

## BRITISH BARK FALCON, FROM LONDON.

CONSIGNEES of Cargo by the above  
Vessel are hereby requested to send  
in their Bills of Lading to the Under-  
signed for countersignature, and to take im-  
mediate delivery of their Goods.  
Cargo impeding the discharge of the  
Vessel will be landed and stored at Con-  
signee's risk and expense.

ARNHOLD, KARBURG & Co.,  
Agents.

Hongkong, December 24, 1877.

## To-day's Advertisements.

FOR AMOY, TAMSUI & TAIWANFOO.  
The Steamship  
"HAILONG,"  
Captain J. C. ANSTON, will be de-  
spatched for the above  
Ports on MONDAY, the 14th Instant, at  
Noon.  
For Freight or Passage, apply to  
DOUGLAS LAPHRAIR & Co.,  
Hongkong, January 10, 1878. ja14

FOR SINGAPORE AND PENANG.  
The Steamship  
"NELSON,"  
Captain S. B. BROWN, will be de-  
spatched for the above  
Ports on MONDAY, the 14th Instant, at  
Noon.  
For Freight or Passage, apply to  
JARDINE, MATHESON & Co.,  
Hongkong, January 10, 1878. ja13

FOR YOKOHAMA & HIOGO.  
The Steamship  
"GALLEY OF LORNE,"  
expected from SINGAPORE, will  
have immediate despatch as  
above.  
For Freight or Passage, apply to  
JARDINE, MATHESON & Co.,  
Hongkong, January 10, 1878.

## To-day's Advertisements.

FOR SHANGHAI.  
The German Steamship  
"GALATHEA,"  
Böhme, Master, will be de-  
spatched as above on SATUR-  
DAY Next, the 12th Instant, at 5 p.m.  
For Freight or Passage, apply to  
Wm. PUSTAU & Co.,  
Agents.  
Hongkong, January 10, 1878. ja13

GERMAN STEAMER GALATHEA,  
Böhme, Master, FROM HAMBURG,  
PENANG AND SINGAPORE.

CONSIGNEES of Cargo by the above  
Steamer are hereby informed, that  
their Goods are being landed and stored at  
their risk in the Godowns of the Under-  
signed, from whence delivery may be ob-  
tained.  
Consignees wishing to take delivery of  
their Goods from the Boats alongside the  
Wharf are at liberty to do so.  
Goods remaining in store after the 17th  
Instant will be subject to rent.  
No Fire Insurance has been effected.  
Optional Cargo will be forwarded unless  
written notice to the contrary is given  
until To-morrow, the 11th Inst., at 11 a.m.  
Bills of Lading will be countersigned by  
Wm. PUSTAU & Co.,  
Agents.

Hongkong, January 10, 1878. ja17

## Not Responsible for Debts.

Neither the Captain, the Agents, nor  
Owners will be Responsible for any  
Debt contracted by the Officers or Crew  
of the following Vessels, during their stay  
in Hongkong Harbour:—

FORMOSA, German 8-m. schooner, Capt.  
Schweizer.—Melchers & Co.  
ANNIE S. HALL, American barque, Capt.  
Chas. H. Nelson.—Captain.  
BIRKER, British ship, Captain W. Rey-  
nolds.—Order.

GLENFARVE, British barque, Capt. Lang-  
Chinese.  
VESTA, German barque, Capt. R. Dirks.  
—Melchers & Co.

R. O. FISHERS, German ship, Captain  
R. O. Fisher.—Wm. Pustau & Co.  
PRINCE, British barque, Captain H. D.  
W. Schul.—Wieler & Co.

EMMA, German barque, Captain H. J.  
Gran.—Wm. Pustau & Co.  
ADELINE & MARLANNE, German barque,  
Captain C. N. Dahl.—Wm. Pustau & Co.  
WANDER, British barque, Capt. William  
Baumann.—Wieler & Co.

## SHIPPING.

## ARRIVALS.

Jan. 10, Chop-chung, Chinese gunboat,  
from Canton.  
Jan. 10, Chen-jui, Chinese gunboat, from  
Canton.  
Jan. 10, Galathea, German steamer, 1287,  
R. Böhme, Hamburg Nov. 18, Port Said  
Dec. 5, Suez 8, Penang 30, and Singapore  
Jan. 3, General.—Wm. Pustau & Co.  
Jan. 10, Emmy, Spanish steamer, 202, F.  
Blanco, Amoy Jan. 9, General.—Remedios  
& Co.

## DEPARTURES.

Jan. 9, H.M.S. Egretta, for a cruise.  
9, Villa de Hivadavia, for Manila.  
10, Norma, for Swatow.  
10, Francisco Sieros, for Manila.  
10, Dale, for Hothow and Haiphong.  
10, Zambonga, for Swatow & Amoy.  
10, Nautilus, Ger. g.b., for Swatow.  
10, Morro Castle, for New York.  
10, Buu Pan, for Bangkok.  
10, Irawaddy, for Marseilles, &c.  
10, Chen-jui, Chl. g.b., for a cruise.

## CLEARED.

Bianca Ferret, for Tournon.  
Carmelita & Ida, for Batavia.

## PASSENGERS.

Per Galathea, from Hamburg, &c., Messrs  
P. Oesau, H. Schluter, T. Fuhl, and M.  
Woods.  
Per Emmy, from Amoy, 165 Chinese.

## DEPART.

Per Irawaddy, for Saigon, Mr. and Mrs.  
Mitchell, child, 1 amah and servant, Count  
de Kergadec, Wm. Douglas, 5 Sisters, and  
3 Chinese; for Singapore, Messrs Bertho,  
del Aguilu, and 1 Chinese; for Marseilles,  
Mr. Keavick, 2 children, and 1 maid ser-  
vant, Messrs Mongan, Blanco and servant,  
H. Stevens, Mitchell, Middleton, and 1  
Chinese.—From Shanghai: for Suez, Messrs  
Wat and Rohrer; for Marseilles, Messrs  
Van der Pot, Blain, Pedro Lantino, C.  
Board and Slum, and 11 Seamen.—From  
Yokohama: for Marseilles, Messrs F.  
Scheldt, A. Greenen, Oshima, Degron,  
White, and F. Vances.  
Per Norma, for Swatow, 800 Chinese.  
Per Dale, for Hothow, 30 Chinese.  
Per Buu Pan, for Bangkok, 18 Chinese.  
TO DEPART.

## SHIPPING REPORTS.

The German steamer Galathea reports:  
Left Hamburg Nov. 18th. Had heavy  
gales in the Bay of Biscay from S.W. to  
N.W. Arrived Port Said Dec. 5th. Left  
Suez Dec. 8th, light head winds through  
the Red Sea, and fresh Easterly winds in  
the Indian Ocean, rising to a gale after  
having passed Minikay Island. Arrived  
Penang on 29th Dec., and left on the 30th.  
Arrived at Singapore on the 1st January,  
and left on the 6th. Fine weather in the  
China Sea, wind from N.E. to North, strong  
breeze with rain and fog from Lat. 18 to  
Hongkong.

## POST OFFICE NOTIFICATIONS.

## MAILS will close:—

For HONOLULU and CALLAO.—  
Per Fortuna, at 11.30 a.m., on Friday,  
the 11th Inst. Postage to either  
Port 12 cents per lb. No Regis-  
tration.

For YOKOHAMA.—  
Per Tamsui, at 11.30 a.m., on Friday,  
the 11th Inst.

For SHANGHAI.—  
Per Sindh, at 5 p.m., on Friday, the 11th  
Inst. Late letters received from 6.10  
to 6.30 with 18 cents late fee.

For MANILA.—  
Per Manila, at 11.30 a.m., on Saturday,  
the 12th Inst.

## POST OFFICE NOTIFICATIONS.

## MAILS will close:—

For STRAITS SETTLEMENTS.—  
Per Nelson, at 1.30 p.m., on Saturday,  
the 12th Inst.

For SAIGON.—  
Per Tamsui, at 5 p.m., on Satur-  
day, the 12th Inst.

For SWATOW, AMOY & FOCHOOW.—  
Per Douglas, at 5 p.m., on Saturday,  
the 12th Inst.

For AMOY, TAMSUI & TAIWAN.—  
Per Hailong, at 11.30 a.m., on Monday,  
the 14th Inst.

For STRAITS SETTLEMENTS AND  
CALCUTTA.—  
Per Venice and Hindostan, at 2.30 p.m.,  
on Tuesday, the 15th Inst.

## MAILS BY THE ENGLISH PACKET.—

The English Contract Packet GEELONG  
will be despatched with the Mails for  
Europe, &c., on THURSDAY, the  
17th Instant.

The following will be the hours of closing  
the Mails, &c.:—  
Wednesday, 16th Instant.—  
5 p.m., Money Order Office closes.  
6 p.m., Post Office closes except the Night  
Box, which remains open all night.  
Thursday, 17th Instant.—  
7 a.m., Post Office opens for sale  
of Stamps, Registry of Letters, and  
Posting of all correspondence.

10 a.m., Post Office closes except for Late  
Letters, Registry of Letters, &c.

10.15 a.m., Letters may be posted with  
Late Fee of 18 cents extra  
to Postage till

11 a.m., when the Post Office Closes  
entirely.

11.30 a.m., Letters (but Letters only)  
addressed to the United Kingdom  
Via Brindisi, or to Singapore, may  
be posted on board the Packet with  
Late Fee of 48 cents extra postage,  
till

11.50 a.m., when the Mail is finally  
closed.

Hongkong, January 7, 1878 ja17

## MAILS BY THE FRENCH PACKET.—

The French Contract Packet TIGRE will  
be despatched from Hongkong on  
THURSDAY, the 24th Inst. with  
Mails to and through the United  
Kingdom and Europe, via Mar-  
seilles, to Saigon, Singapore, Bata-  
via, Galathea, Australia, New Zea-  
land, Tasmania, Fiji, Aden, Sey-  
chelles, Réunion, Mauritius, Suez,  
and Alexandria. This is the best  
opportunity for forwarding Corre-  
spondence to E. Africa, the Cape,  
St. Helena, and Ascension.

Letters may also be forwarded to INDIA  
by this Packet but can be paid only  
as far as Ceylon. The postage to  
Ceylon must be prepaid. Such let-  
ters should be marked Paid to Galathea  
only; they will go on from Galathea  
unpaid.

The following will be the hours of closing  
the Mails, &c.:—  
Wednesday, 23rd Inst.—  
5 p.m., Money Order Office closes. Post  
Office closes except the Night Box,  
which remains open all night.

Thursday, 24th Inst.—  
7 a.m., Post Office opens for sale  
of Stamps, Registry of Letters, and  
Posting of all correspondence.

10 a.m., Registry of Letters closes.

11 a.m., Post Office closes except for Late  
Letters.

11.10 a.m., Letters (but Letters only)  
except those to and through Australia,  
may be posted on payment of a  
to Late Fee of 18 cents extra postage,  
till

11.30 a.m., when the Post Office Closes  
entirely.

Hongkong, January 10, 1878. ja24

## CARGO.

Per S. S. Irawaddy, sailed 10th Jan.,  
1878.—For Continent, 2,197 bales Silk, 66  
bales Waste Silk, 20 bales Cocoon, 51 cases  
Silks, 61 chests, 500 half-chests and 2,100  
boxes Tea, and 1,695 pkgs. Sundries. For  
London, 398 bales Silk, 48 bales Waste  
Silk, 9 cases Silks, 561 half-chests and 470  
boxes Tea, and 292 pkgs. Sundries.

## General Memoranda.

SATURDAY, January 12.—  
6 a.m.—Sindh leaves for Shanghai.  
Noon.—Sindh leaves for Manila.  
2 p.m.—Nelson leaves for Singapore, &c.  
4 p.m.—Thoon Kramon leaves for  
Hongkong.

5 p.m.—Galathea leaves for Shanghai.  
9 p.m.—Dramatic Performance at the  
City Hall.

Transfer Books of H. O. & M. Steam-  
boat Co. closed from this date till 26th  
Instant, inclusive.  
Transfer Books of Hongkong Hotel Co.,  
Limited, closed from this date to 26th  
Instant, inclusive.

SUNDAY, January 13.—  
Daylight.—Douglas leaves for Coast Ports.

MONDAY, January 14.—  
Noon.—Hailong leaves for Formosa.  
9 p.m.—Meeting of Zealand Lodge.

TUESDAY, January 15.—  
3 p.m.—Venice and Hindostan leaves for  
Singapore, &c.

Claims against the Estate of James Smith  
Ferries, deceased, must be proved on  
or before this date.

WEDNESDAY, January 16.—  
Goods per Sindh undelivered after Noon,  
subject to rent and landing charges.

THURSDAY, January 17.—  
Noon.—English Mail leaves for Ports  
of Call and Europe.

Goods per Galathea undelivered after this  
date subject to rent.

SATURDAY, January 19.—  
Noon.—American Mail leaves for Yokohama and San Francisco.

FRIEDAY, January 25.—  
3 p.m.—Meeting of Shareholders of the  
H. O. & M. Steamboat Co., Limited,  
at No. 80 A, Queen's Road.

4 p.m.—Meeting of Shareholders of the  
H. K. Hotel Co., Limited, at Hong-  
kong Hotel.

FRIEDAY, February 1.—  
3 p.m.—Occidental and Oriental S. S. Co.'s  
Steamer leaves for Yokohama and San  
Francisco.

## MEMOS. FOR TO-MORROW.

## Miscellaneous.

Notice of optional cargo per Galathea to be  
given up to 11 a.m.

## Shipping.

Noon.—Peruvia leaves for Honolulu, &c.  
Noon.—Tamsui leaves for Yokohama.

## THE

## HONGKONG DISPENSARY.

Established A.D. 1841.

## 香港大藥房

A. S. WATSON & Co.,  
FAMILY & DISPENSING CHEMISTS,  
WHOLESALE AND RETAIL DRUGGISTS,  
IMPORTERS

## OF

DRUGGISTS' SUPPLIES, NURSERY RE-  
QUISITES, TOILET REQUISITES, ENGLISH,  
AMERICAN, AND FRENCH PATENT  
MEDICINES.

## MANUFACTURERS

Soda Water, Lemonade, Tonic Water,  
Gingerale, Potash Water, Sarsaparilla  
Water, and other Aerated Waters.

The Manufactory is under direct and  
continuous European Supervision.

Hongkong, June 1, 1876.

The publication of this issue commenced  
at 8.00 p.m.

## BIRTH.

On the 9th Instant, at Shamoon, Canton,  
Mrs GEORGE MACKEILL SMITH, of a Son.

## THE CHINA MAIL.

HONGKONG, THURSDAY, JAN. 10, 1878.

In the Consular Trade Reports, Mr  
March, H. E. M.'s Consul at Callao, after  
referring to a slight improvement in  
trade matters in Peru, says:—

Efforts have been made during the past year  
to attract Europeans to this country, but the  
result has not been encouraging. It is to China  
that the planters look for the special kind of  
labourers they require, and there is every proba-  
bility of their expectations being realised in the  
contract just made between the Peruvian Gov-  
ernment and an English firm, the agent of  
the Pacific Steam Navigation Company at Callao  
points out the facilities afforded by the com-  
pany's steamers for conveyance of these people.  
He calculates the cost of the passage from San  
Francisco to Callao at \$50 in American gold, or  
105 sols direct from China.

This is, we believe, the first official  
notice that has been taken of the con-  
tract entered into by the firm of Messrs  
Olyphant & Co. with the Peruvian  
Government, "to establish a line of  
steamers between China and Peru for the  
express purpose of conveying Chinamen  
to the latter country, under the terms of  
the recently-concluded treaty." It may  
therefore not be out of place to draw  
attention to the scheme by means of  
which it is proposed to supply labour to  
Peru under new conditions and with guar-  
antees of good faith which, so far as at  
present appears, are full and reliable. It  
may be in the recollection of our readers  
that, when the stoppage of forced emigra-  
tion shut up the source of the Peruvian  
labour supply, great efforts were made  
by the Peruvians to obtain by legal and  
legitimate means what had formerly been  
found in a way which had shocked  
humanity generally. The horrors of the  
Peruvian trade as it was will not soon  
be forgotten; and it is only on account  
of the present apparently honest action  
of the Peruvian Government, confirmed  
and guaranteed as it certainly is by its  
engagement with a well-known and re-  
spectable American house, that we think  
support should be given to this endeavour  
to ease the famine-press of population in  
China and supply the labour of the  
Peruvian Republic on a new basis. It  
has been said that the taint of the Macao  
Coolie Trade is certain to attach to this  
fresh departure on the part of those  
interested in providing labourers for  
Peru; and this cannot well be wondered  
at. At the same time, apart from the  
solemn obligations of the Treaty and  
Convention between Peru and China, it  
must be borne in mind that it is now a  
matter of life or death with the Peruvian  
planters to obtain labour; and to judge  
from their present action, they know  
full well that the success or failure  
of the present scheme depends entirely  
upon its being faithfully carried out in  
accordance with the many stipulations,  
provisions and agreements which affect  
the honesty and perfect freedom of the  
emigration and provide for the fullest  
protection of the emigrants after their  
arrival on Peruvian soil. These stipula-  
tions are embodied generally in the Con-  
vention and Treaty entered into between  
the President of the Republic of Peru  
and the Emperor of China, which were  
signed by Captain A. Garcia y Garcia  
and Li Hung Chang at Tientsin on 26th  
June 1874, and ratified by Dr Elmore  
on 7th August of the following year. The  
article in the Treaty bearing special-  
ly on emigration is as follows:—

"Article VI.—The Republic of Peru and the  
Empire of China cordially recognize the inherent  
and inalienable right of man to change his home.  
Their citizens and subjects respectively may con-  
sequently go freely from one country to the  
other for the purpose of curiosity, trade, labor,  
or as permanent residents. The High Contract-  
ing Parties therefore agree that the citizens and  
subjects of both Countries shall only emigrate  
with their free and voluntary consent; and join  
in repudiating any other than an entirely volun-  
tary emigration for the said purposes, and every  
act of violence or fraud that may be employed in  
Mexico or the ports of China to carry away Chi-  
nese subjects. The Contracting Parties likewise  
pledge themselves to punish severely, according

to their laws, their respective citizens and sub-  
jects who may violate the present stipulations,  
and also to protect judicially against their re-  
spective ships that may be employed in such  
unlawful operations, imposing the fines which  
for such cases are established by their laws."

The second article of the Treaty pro-  
vides for the appointment by the Chinese  
Government of a Diplomatic Agent  
resident at Lima; and it is now well  
known that arrangements have already  
been made at Peking to carry out this  
clause of the agreement. Article IV.  
provides for the appointment of Chinese  
Consular officers at the ports of Peru;  
and other clauses make full provision  
for the protection of Chinese subjects  
residing in the Peruvian Republic.

In the Convention, or Special Agree-  
ment between Peru and China, the  
Commission to Peru on the part of China  
is provided for, to investigate the condi-  
tion of Chinese immigrants; and the  
immigrants are "placed on a footing of  
equality as regards legal procedure with  
that enjoyed by the subjects of the  
most favored nation residing in Peru."  
Furthermore, the Peruvian Government  
agrees to see that all immigrants whose  
contracts stipulate for a passage home  
to China shall obtain such passage on the  
expiry of their contracts; while it is  
also agreed that immigrants who are not  
entitled to such free passage on expiry  
of contract shall nevertheless be sent  
back to their native country gratuitously  
by the Peruvian Government.

Upon this basis, and upon the personal  
observation of a partner in the firm  
alluded to, the contract referred to by  
Consul March appears to have been  
made; and the first steamer of the Com-  
pany's line (the Peruvia) has been in this  
harbour for some time back, and is  
circulated to leave this port for Callao  
on an early day. The reputation of the  
commercial house in whose hands the  
new enterprise has been placed gives, as  
we have already said, a certain guarantee  
that everything that can be done will be  
done to maintain the honesty and bona  
fides of the system to be inaugurated.  
What has been done, or attempted,  
towards this end will be noted in a  
subsequent article.

## REUTER'S TELEGRAMS.

[SUPPLIED TO THE "CHINA MAIL."]

(By Southern Route.)

## THE WAR.

LONDON, 8th, Jan. 1878.

The only news to report is that despatches  
from newspaper correspondents announce  
that the Turks have abandoned the Schipka  
Pass.

LONDON, 9th, Jan. 1878.

The news received from newspaper special  
correspondents yesterday that the Turks had  
abandoned the Schipka Pass is unfounded.  
After severe fighting, lasting for two days,  
the Turks gained a victory over the Serbian  
army and have recaptured Kursumli, driv-  
ing the Serbians back across the frontier.

LONDON, 9th January, 1878.

Following the advice of the British Gov-  
ernment the Porte has consented to direct  
armistice negotiations, and both Russian  
and Turkish Commanders have received  
instructions to conclude an armistice.

## LOCAL AND GENERAL.

LOVERS of music ought not to miss the  
Concert at the City Hall this evening.

THE O. & O. S. S. Oceanic, from San Fran-  
cisco Dec. 18, will sail from Yokohama for  
this on Saturday next, at noon.

THE agents (Messrs Jardine, Matheson &  
Co.) learn by wire that the S. S. Galleon  
of Lorne left Singapore for this port on the  
afternoon of the 8th inst.

We understand that the splendid Band of  
the French flag-ship, by the kindness of  
Admiral Veron, will be in attendance at the  
Amateur Dramatic performance on Saturday  
evening next. It is said by competent  
judges that this Band is one of the best  
abroad; and although our Amateur Drama-  
tists seldom require extra aids to draw a  
good house, this fact may serve to ensure  
them a "bumper."

The following telegrams have been sup-  
plied to our Straits Contemporary:—

LONDON, Dec. 31, 1877.—In reply to a  
Russian semi-official note, the British Gov-  
ernment has intimated to the Russian  
Government that, in the event of Con-  
stantinople being occupied, even if pro-  
visionally by Russian troops, the national  
feeling would force the British Government  
to take measures to defend the interests of  
England in the East.



the defendant was fined \$25 or in default two months' hard labour; he went to goal.

#### DRUNK.

George Groves, a seaman unemployed, was charged with being drunk and assaulting a chair-coolie. It appears the defendant engaged a chair at Queen's Road Central, and when near Gap Street, he jumped out of the chair, and the chair-coolie told him that if he did not want the chair, he had better pay him and let him go. The defendant thereupon struck the chair-coolie, making him bleed, and was given into custody. Inspector Mackie said that the defendant was certainly under the influence of liquor, but he knew well what he was about. On the evening of the 5th, the defendant had behaved in a very incontinent manner to the Inspector. Fined \$5 and to pay 25 cents amends or go to goal for 24 days.

#### LARCENY.

Cheung Ahn, a grass cutter, was sent to 21 days' hard labour for stealing a bed quilt from a fisherman at Stanley.

### SUPREME COURT.

#### IN ORIGINAL SESSIONS.

(Before His Honor Mr. Justice Snowdon, with a Special Jury.)  
Jan. 10, 1878.

#### A SPECIAL SESSION.

THE "YESSO" EXPLOSION CASE.  
Theodore Bernard, Chief Engineer, and Thomas King, the 3rd Engineer, of the British steamer *Yesso* were arraigned on two counts of manslaughter in causing the death of one Kiang Aam and one Mahomed Etop, on the 22nd November last by the explosion of the starboard boiler of the steamer.

The Attorney General, the Hon. G. Phillips, instructed by the Crown Solicitor, Mr. Sharp, appeared for the prosecution. Mr. Haylar, Q. C., instructed by Mr. Brereton, appeared for the first prisoner, and

Mr. Francis, instructed by Mr. Denny, appeared for the second prisoner.

The following special jury was empanelled: Messrs H. B. Gibb, Thos. Kim, W. Wilson, A. G. McG. Heaton, J. H. Remond, W. R. Landstein, and D. Rutledge.

On his name being called, Mr. Gibb observed that he had been appointed a member of the Legislative Council in place of Mr. Kewley, who would be going away. He had, however, only the letter from the Government, but he thought he might be excused to serve, but that if his Lordship thought he should, he would take his seat, and he merely took the objection on principle.

His Lordship referred to the Ordinance and ruled that Mr. Gibb was liable to serve. The Court did not possess more than the letter of the Government as to Mr. Gibb's appointment and he ought to have taken the objection when the notice was served on him.

Mr. Gibb then took his seat.

Mr. Haylar said that, as the trial was likely to be a long one, he would ask that the prisoners might have the usual indulgence of a seat.

His Lordship: Certainly.

The prisoners were then provided with seats.

The Attorney General said the prisoners at the bar were, as they, the jury, were no doubt aware, the Chief and 3rd Engineers of the steamer *Yesso*. They were charged with the manslaughter of two persons who had been selected from among the victims by the disaster on board that vessel, namely, one who had died on board the *Yesso* from the injuries he had received, and the other who had died in the hospital. As they were aware, the *Yesso* had just arrived at the wharf from one of her usual trips when a sound was heard, followed by a great rush of steam, and it was subsequently discovered that one of the boilers had burst. A large number of persons were killed and wounded by the accident. He had no wish to harrow their feelings by giving a description of the accident. That was not the object of that enquiry; the sole object of that investigation being to find out whether the prisoners at the bar were to blame for the accident in such a measure as to justify their finding them guilty of manslaughter. There was a model of the boiler in Court, and they saw that it was cylindrical in shape, with flat ends, which required more support than round ones. They were supported by gusset stays inserted in the boiler, and upon examination, after the accident, it was found that these stays were in bad order, some of them having been recently taken away. It was also found that the safety valve was weighted far more heavily than it should have been considering the age and state of the boiler. The question was whether anybody was criminally responsible for this state of things, and, if so, whom. Now the prisoners were indicted for manslaughter—with feloniously killing and slaying the parties whose names were in the information. Manslaughter was defined to be the unlawful and felonious killing of another without any malice expressed or implied. The duties of engineers were, as they all knew, to take charge of the engines, boilers and machinery. It was their duty to see that these engines, boilers and so forth were kept in proper order. A person who takes the responsible position of having to do with steam, which although a very good servant when kept in its place, was a very dangerous master, when it had once escaped all control, like a person undertaking duties of this kind, like any other person undertaking to perform responsible duties, is supposed to bring to the performance of his duties a reasonable amount of skill—just in the same way as a man who holds himself up to be a Doctor and a member of the College of Surgeons, or a physician, or anything of that sort, is supposed to have a reasonable knowledge of his profession; and if through gross ignorance he causes the death of any person, he is liable to be tried and convicted of manslaughter, because he had undertaken to bring a reasonable amount of skill to bear upon the performance of his duties. So also it is the duty of a person accepting the position of an engineer to give a reasonable amount of attention to his duties in addition to that reasonable amount of skill; and reasonable attention to their duties could not, in the condition in which these boilers and safety valve were, have been given by the engineers collectively on board the *Yesso*. The 3rd Engineer, had, as they were doubtless aware, died from the injuries received on the occasion, and he could not therefore be brought before them. The Chief and 3rd Engineers, however, were brought before them, and it was for them to say, upon the evidence which would be adduced before them, whether they con-

sidered either or both of them so culpably negligent that they were to make them answerable for this accident. Now, it was not necessary for the prosecution to prove that either of the prisoners was aware of the consequences that were likely to ensue. If they were aware of the consequences that were likely to ensue, and knowing them, neglected to have the boilers put in proper order or the weight on the safety valve lowered to a point at which it was safe to carry steam; if they had known that the probability was there would be an explosion, and still persisted in permitting the boilers and safety valve to remain as they were, it would have been his duty to have charged them, not with manslaughter, but with the more serious crime of murder. But in this case they did not go to that extent; all they charged them with was this culpable neglect of duty which opened against them the charge of manslaughter. He was sure that nobody probably in the whole community was more distressed at the results of this accident than the two prisoners. Anybody with right feelings could not help feeling distressed over an accident of this nature, and he had no reason to believe that this was not so with the two prisoners before them. But that was not the question. The question was whether the omission or neglect of their duties under these circumstances amounted to manslaughter. Lord Campbell said in one case, "I am firmly of opinion that a man may, by neglect of duty, render himself liable to be convicted of manslaughter, or even of murder," and this opinion was supported by Lord Denman. They would of course take the law upon the subject from His Lordship. The evidence would be produced before them to satisfy them as to the facts of the case. The Captain of the steamer would be called, and other evidence would be adduced, to detail to them as precisely as possible what actually took place on the occasion, and they would have professional witnesses, and men of some skill and experience in regard to boilers and machinery and boilers generally, who would detail to them what they had ascertained from details of the examinations they had made. He would also tender in order that they may be placed before them, the statements made by the Chief and 3rd Engineers at the Coroner's inquest. It was unnecessary for him to refer to them then, because they might or might not be placed in evidence before them, but he desired, where possible, to place the whole of the evidence before them in order that they might come to their conclusion upon the facts. He had only to say, what their good sense would have already informed them, that it was their duty to come to the consideration of this matter entirely unbiased in any way, either for the Crown or in favour of the prisoners. They would be sure, as he said, to take this subject into consideration in the most impartial and judicial spirit without fear, favour or affection. The question was one which was of great importance, both as regards the public generally, and as regards the two individuals in the dock specially. It was a question really as to how far they considered the responsibility of persons in their position extended; it was for them to consider whether or not that responsibility had been in any way avoided or neglected by the prisoners, and it was a question between themselves and the public generally. He was sure that as regards both they would take the matter into their serious consideration, seeking only to do their duty in the case. They must of course dismiss from their mind all preconceived ideas they might have had, and judge solely upon the evidence adduced before them. No one could help feeling that to see those gentlemen in the position in which they were placed, but they must not allow their feelings of sorrow, on the one side, for those in the dock, or feelings towards those who were killed or injured in any way in the matter. The question for their consideration was solely this—whether they considered the parties in the dock had neglected their duties in such a manner as to render them responsible for the accident that had occurred.

Mr. Francis said that before the evidence was gone into he wished to call His Lordship's attention to the form of information. Before the Attorney General opened the case, the information was no doubt good on the face of it, but now they had his learned friend's statement before them it appeared that the offence charged arose out of an omission of some duty, and he submitted to His Lordship that in an information for manslaughter upon such grounds the particular duty which the 2nd prisoner, who he represented, was charged with omitting ought to be set out. Without this being set out the information was insufficient.

His Lordship said that such an objection ought to have been taken before the jury were sworn.

Mr. Francis said he submitted, not, for now for the first time they were informed of the nature of the charge to be made against the prisoners, but that the statement of the Attorney General, the information was good upon the face of it, but now they had his learned friend's statement before them it appeared that the offence charged arose out of an omission of some duty, and he submitted to His Lordship that in an information for manslaughter upon such grounds the particular duty which the 2nd prisoner, who he represented, was charged with omitting ought to be set out. Without this being set out the information was insufficient.

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thority to follow the practice in this Colony under Ordinance No. 2 of 1859.

Mr. Haylar said he had intended to make a substantive application of a somewhat similar nature, namely, that the Attorney General should furnish them with particulars which they were at liberty to ask for apparently at any stage of the trial under the criminal law procedure—particulars of the special duty omitted. However, he thought that as at present the Attorney General had only the depositions, it was perhaps impossible for him to give such particulars, but he could do so when he had heard the evidence of his witnesses.

His Lordship said he had power to order such particulars to be furnished.

Mr. Francis said that if His Lordship would pardon him for a moment, he desired to call attention to the local ordinance referred to by the Attorney General, No. 2 of 1859, section 5. He submitted that the wording of that section would not bear the construction placed upon it by the Attorney General. His contention was this, that they absolutely required for the conduct of that case, for the conduct of the examination of the witnesses, and to enable them to judge of the relevancy of the evidence placed before them, to know the precise duty that each of the prisoners was charged with having neglected; and he submitted to His Lordship that the law here was not on the same footing as that in England. This would be a perfectly good information in England, but here he submitted that the information was not a sufficient one on the ground that it did not allege the specific duty his client was charged with neglecting.

His Lordship said that in reference to the law he quite agreed with Mr. Francis that he did not find any ordinance whatever which introduced the new form of information, similar to the one at Home, still they had adopted here the practice at Home generally, and he thought they ought to adopt the whole practice. If the Attorney General could furnish the particulars of the breach of duty on which he relied, he thought it might assist the defence of the prisoners. The Attorney General would, he imagined, have no objection to supply such particulars.

The Attorney General—I think I have stated them in my address to the jury, in referring to the gusset stays and safety valve. The gusset stays were out of order, and the safety valve was unduly weighted, and that could not have been without neglect of duty on the part of both the engineers.

His Lordship: Neglect of what duty?

The Attorney General: The duty of inspection.

His Lordship: And reporting?

The Attorney General: And reporting. His Lordship: How could you divide the responsibility of the prisoners?

The Attorney General: I say both prisoners are responsible.

His Lordship: Will not those be sufficient particulars for you?

Mr. Francis: If the Attorney General gives no further particulars, of course I must be contented with them.

His Lordship: It is a case of omission extending over a long period, and the Attorney General can hardly be expected to fix upon any particular act.

Mr. Haylar said it might be questioned whether it was the duty of the chief or 3rd engineer to make a minute inspection of boilers. They knew that ordinary reasonable caution was required, but a duty extending over a great period of time was also a duty extending over a great number of acts, and there might be during that time omissions which did not strictly fall within that ordinary reasonable caution, and still would be remote from this class of men, therefore it would be necessary for them, certainly before the case was concluded, to have the particulars of the omission of duty laid clearly before them.

At Home, for instance, the Legislature stepped in and beyond a certain point took the responsibility off the shoulders of engineers. It might be a point beyond which the ordinary skill of an engineer could not be expected to go. Therefore the question might arise: does the absence of that legislation throw upon these men greater duties than if they had been acting under such legislation? In view of these and other circumstances they wanted as full particulars as possible before them.

The Attorney General said he imagined these were questions for the jury; the point was whether the men discharged their duties in a proper manner.

His Lordship said that if necessary they would have particulars.

Mr. Francis: I should like it to be understood that I wish solely to reserve my right to move hereafter in arrest of judgment. I do not ask for amendment of particulars; I merely call attention to it now for the purpose of reserving the right to arrest judgment.

The following evidence was then called:—

Capt. Samuel Ashton was then placed in the box, and stated as follows:—I am master of the steamer *Yesso*, have been so since 1866. Previous to this, I had been in command of steamers for 6 or 8 months; have been employed on board steamers all 1868. I have a general knowledge of the ordinary duties of engineers on board a steamer. The *Yesso* is a British steamer, and is registered in the name of Mr. J. S. Laprak. The managers of her here are Messrs Douglas, Laprak & Co. I have been ashore for about three years, and have been engaged in bringing a vessel out. While I was ashore, I was Marine Superintendent to Messrs Douglas, Laprak & Co. The *Yesso* trades between the Coast ports of China. She has three deck officers and three engineers. The last boilers were put in in the early part of 1864 by the Hongkong and Whampoa Dock Company. The Chief Engineer (1st prisoner) came out with the steamer from New York in 1864; has been Chief Engineer since. He was in her when the boilers were put in; he superintended the placing in of the boilers. I mean that he did not superintend the building of them. I knew he was there when the boilers were tested before they were put on board on the premises of the Hongkong and Whampoa Dock Company at Whampoa. I was not present. Whilst the boilers were being made, the *Yesso* continued to run with her old boilers. The 1st prisoner was Chief Engineer then. There was no special agreement with him, nor with the 3rd Engineer. They only signed the articles. The pay of the Chief Engineer was \$200 a month with boarding and lodging; that of the 2nd was \$80; he had a special agreement; the third \$75 a month. The 2nd and 3rd had a mess allowance of \$1 a day. The duty of the Chief Engineer is to superintend the whole department, to keep the machinery and engines in proper working order. If any repairs are necessary, he will report them

if they are large repairs, but will order them himself if they are small. The engine department is entirely in the hands of the Chief Engineer. In case of large repairs, his duty is to report to me, and I to Douglas, Laprak & Co. No report has been made to me as to the state of the boilers or want of repairs to them, or any part of the machinery. No report of defect has been made to me. I am not aware that any report has been made to Douglas, Laprak & Co. Assuming the boilers to be in a defective state and the safety valve improperly weighted, I have no means of knowing these facts except through the engineers. None of the other engineers made any report whatever to me. The Chief Engineer kept no regular watch, but the 2nd and 3rd did. They kept watch alternately for six hours each. The Chief Engineer's duty was the general superintendence of the working of the engines. On the departures and arrivals of the steamer, he took charge of the working of the engine room himself. The 2nd and 3rd Engineers were responsible to the Chief Engineer. I would not interfere with them in the strict performance of their duty. The Chief Engineer appointed them their duties. I had no reason to believe that the boilers and safety valve were in improper order at the time of the accident; I supposed they were in good order. The Chief Engineer put in a report to Messrs Douglas, Laprak & Co. at the end of every voyage. The reports were given to me as Marine Superintendent; they were in the form produced. I ceased to be Marine Superintendent last July; there has been no Marine Superintendent since. There is no column in the form to state the condition of the boilers and machinery; there is only the column of "remarks." I generally asked whether the engines and machinery were in good working order, and the Chief Engineer made his replies accordingly. I had asked such questions of the 1st prisoner, but he never reported anything defective to me. The last time I was Marine Superintendent, the 3rd Engineer (2nd prisoner) had been on board about six months before the accident. He was engaged by the 1st prisoner with my sanction. The 2nd Engineer had been two years on board; he came out from home on a special agreement. The *Yesso* had come from Swatow on the voyage of the accident. She had about 170 passengers and 64 of the crew. She arrived about 7.30 a.m. on the 22nd November. Both prisoners were on board, acting in their several capacities. The steamer came alongside Messrs Douglas Laprak & Co.'s Wharf. She was made fast to the wharf. Whilst she was being made fast, a number of coolies and boatmen came on board as usual. The forward part of the deck was occupied by Chinese passengers; the space in the fore hold. There were 40 to 50 passengers there. On this occasion there were boatmen and coolies going there to get business. As she was fastened to the wharf, I gave the usual signal that I had finished with the engines. I left the deck and went on the main deck, my duty as to the navigation of the steamer having been finished. I was speaking to some of the cabin passengers, when I heard a loud thud; an explosion had taken place. Before this, I heard a blowing off of steam, and it was about three minutes after I heard the steam being blown off, or about 5 or 6 minutes after I gave the signal of dispensing with the engines. I then heard a loud thud of a report, and a cry of alarm from those on shore. There was a general rush of people on deck towards the shore. Directly after them, came a lot of men on deck, all more or less scalded. The 2nd engineer was one of the first who came up. I did as much as I could to relieve the sufferings of these men—dams and a number of gentlemen volunteered their services. I saw 11 or 12 men lying dead on board. The 2nd engineer told me the starboard boiler had exploded. The exploded plate had gone through a strong bulkhead into the fore hold. In the course of the night the plate appeared to have shifted a beam and caused it to split. The beam was made of Oregon pine about 9 inches thick. The cargo was also damaged. I saw the dead bodies in the fore hold. The steam forced up the hatches of the fore hold and so got to the passengers' quarters in the fore between decks. I attribute the accident to there being too much pressure of steam in the boiler; the plate at the exploded part was not able to sustain the pressure. I observed the gusset stays at the time but did not examine them. I gave orders that nothing should be touched until after the survey by Mr. Robb and Mr. Gillies, and after the view by the Coroner's jury. The gusset stays were afterwards taken off by Mr. Baile. I saw one range of the gusset stays was corroded, but Mr. Robb and Mr. Gillies would know more about it than I do. I knew Mahomed Etop, he was one of the crew, a sort of storekeeper. He was scalded and taken to Hospital.

Cross-examined by Mr. Haylar: The engines of the *Yesso* were of American construction, so were the original boilers. The exploded boilers were similar to them, but there was some difference. Mr. Gillies would know that difference. The old boilers had been in use for about 9 years; they had a rather extensive repair. The superheater was renewed and the bottom of the boiler. The superheater is subject to the influence of the smoke, and the boiler to water. The superheater and the bottom of the boiler gave way first in the old boilers. The stays were the same until the boilers were renewed. The stays then were in a state of general decay. They were past repair. The 1st prisoner had charge of the engines and machinery precisely the same as before the boilers were renewed. The boilers were made under the superintendence of Mr. Brockat, the engineer of the Dock Company. Mr. Brockat had a good reputation. They were built in Whampoa. The instructions were that the boilers should be made exactly as the old ones. I believe the gusset stays in the new boilers were not the same. It is entirely at the discretion of the Chief Engineer to examine the boilers. I cannot say whether he had gone inside them to inspect, but I knew he had not inspected them. They were not examined by any expert besides the engineers. There is no Government regulation as to inspection, the sole responsibility rests on the engineers. There exists a Government inspection elsewhere. The new boilers were tested up to 40 lbs. steam. The paper produced is a return of the pressure of steam; the inaccuracies of the gauges have been allowed for. The machinery has been kept in good

order. The 1st prisoner's character as to the attention to his duties has been very good. This was the first accident the *Yesso* ever had. With the exception of the gusset stays, the boilers appeared to be in fair condition.

By Mr. Francis: The 2nd prisoner has been seven months on board. He has always borne a good character, and so far as I have heard from the chief engineer, the assistant engineers were doing their duty properly. The chief engineer gave them all the orders of their work. If any of the engineers should complain to me in reference to their duties in the engine room, I should have referred them to the Chief Engineer, in the same way if they reported to me any defects in the engines or machinery, I should have spoken to the Chief Engineer. Assistant Engineers are not required by law to have certificates.

The Court was then adjourned till 2 p.m.

When the Court resumed, Mr. A. T. Manger was examined. He is the managing partner of the firm of Messrs Douglas Laprak & Co. There were no printed or written regulations as to the duties of the officers belonging to the Company's steamers. There was no rule as to periodical examinations of the boilers other than by the engineers. The chief engineers were relied on for the work. If repairs were wanted, the chief engineer of a vessel would report either through the Captain or direct to the office. He was supposed always to have the boilers and machinery under his supervision, and was held responsible for any repairs that might be required. The 2nd and 3rd engineers were entirely under the control of the chief engineer and their duties were not directed from the office of the Company. No report as to the state of the steamer *Yesso*'s boilers had ever been made to the witness, and he had nothing to lead him to suppose that they were defective. The Chief Engineer of the *Yesso* (the 1st prisoner) received a higher rate of pay than the chief engineer of other steamers belonging to the Company, and he was supposed to have a particular acquaintance with the class of machinery such as that on board the *Yesso*. If any report that repairs were necessary to the *Yesso*'s machinery had been made, there would have been no difficulty in having them executed. The Chief Engineer (the 1st prisoner) had always borne an excellent character.

Cross-examined by Mr. Haylar:—The engines had always been kept in good order. By Mr. Francis:—There had been no complaint about the 2nd prisoner (the 3rd engineer). Neither the 2nd or 3rd engineer had the right to incur any expense on their own responsibility on repairs. There had been no report made to witness as to the state of the boiler, having had to be worked with one boiler in consequence of the other having been out of order. It was nobody's duty in particular to look at the engineer's log. It was kept on board. The reports were extracts from the log, and witness looked at them.

Mr. Wm. Young Hunter, the first officer, was called and gave corroborative evidence.

Tsang A-yin, the brother of the man killed, Tsang A-am, was called to identify the deceased. Witness and he came down from Swatow to go to Singapore, and witness was the person who had had the involuntary air flight from the hatch of the fore hold to the upper deck through the forward skylight of the *Yesso* at the time of the accident.

Mahomed Drice, serang on board, was called to identify Mahomed Etop, a son of his, and a seaman on board. He was one of those killed, and the only Malay on board.

Dr. Ayres, Colonial Surgeon, was called to prove the admissions of the dead and wounded into the Hospitals and Mortuary.

Several witnesses, such as Dr. Adams, and a Chinese doctor in the Chinese Hospital, were not examined, although their names appeared on the depositions. One seaman named Lam A-kwai was absent and his evidence taken in the Police Court was read and put in the counsel for both prisoners not objecting, and the Attorney General proving the man's absence.

Mr. D. Gillies was called. I am an engineer by profession and am secretary to the Hongkong and Whampoa Dock Company. I have held situations as an engineer on board ships. I was called to make a survey of the *Yesso*'s boilers after the explosion. Mr. Robb and myself made a survey of the starboard boiler. I prepared a plan of the boiler from this survey (produced). It shows the upper plate of the forward end of the starboard boiler that has been torn off. The boiler was supported by eight gusset stays. Two of the stays were not present after the explosion, the two outer ones, one on each side. I found the other gusset stays considerably wasted or corroded away. I mean that part which should have adhered to the angled iron. I found the gusset stays of various thicknesses; the two centre ones were attached, the rest had parted away. The cohesion in the two centre ones was about 1/4 of an inch. The other four appeared to be separate altogether. The two centre gusset stays would have been of some little service in sustaining the boiler plate, but the other stays were not. The upper end was about 3/16 inch thick each; all the stays were of the same breadth but differed in length. (One of the gusset stays in Court was shown witness). The wasting away of these gusset stays is caused by chemical and mechanical action; it is caused by corrosion. It is well known that corrosion does set in. I have seen gusset stays in smaller boilers, never in such a large boiler. I have seen them in boilers of the diameter of 6 feet. In large boilers the stays are longitudinal. Without the stays, the plates are capable of resisting some pressure. When new, the plates, without the stays, could resist 20 lbs. steam; in the state they were at the time of the explosion, they could stand safely 7 or 8 lbs. I prepared a report conjointly with Mr. Robb as to the state of the boilers. The corrosion, I should think, would commence, when the boilers were first used, in that particular part of the boilers. The corrosion would be visible to the eye, or open to detection by hammering of the plates. Corrosion takes the shape of scale, and comes off as the hammer strikes it. The scale is caused by the oxide of iron and chloride of lime. Every time the crust (or scale) comes off, the plate becomes thinner; sometimes the tortion and expansion of the iron would cause the crust to fall off. I have carefully examined the part blown off. I saw it on board. There was only a small portion of the gusset stays remaining in it. It corresponded with the other portion of the plate as to its state. It is very difficult to say how long the stays have remained in that state. When corrosion once sets in, it proceeds more rapidly in its later ravages. The gusset stays are accessible to personal examinations. If such an examination had been made, the

defect would have been discovered by any qualified engineer or inspector. The stays might have been all sound—attached six months ago, but the corrosion would have been there then. A proper examination of the boiler could be made by hammering and boring if necessary. The defect might have been discovered six months ago or less. Any part of the boiler that has become weakened by corrosion requires greater watchfulness. The last set of boilers of the *Yesso* was a little over three years old. I know the use required of the *Yesso*'s boilers, and I should think they ought to be examined carefully once in six months. The looking after the boilers should be the duty of the subordinate engineers under the superintendence of the chief engineer. When there are three engineers, it is usually allotted to the 3rd engineer the duty of looking after the boilers, the 2nd engineer the machinery.

The Attorney General asked that assuming the stays to be in the state they were, whether it was the duty of any body to have found it out.



